

June 17, 2009

Honorable Robert D. Drain,

Docket # 05-44481 (RDD)

United States Bankruptcy Judge----Southern District of NY

One Bowling Green

New York, NY 10004-1408

Sir, please note my objection to the June 1, 2009 Master Disposition Agreement, Article 9.5.11. The Alabama site was provided signed contracts for the full severance amount after GM revised the severance policy to assure employees "NOT" to seek other income until site closure was completed in June 2009, thus creating a hardship on the final production and quality requirements. This document is proof of commitment to salary employees at Delphi Saginaw site in Athens, Alabama. Release of claims was provided by the salary employee in exchange for this agreement. These contracts were provided individually in October 2008, while Delphi was well into bankruptcy. I feel the severance payments are a contract liability in exchange for 32 years of my life and eliminating my job before retirement age. The severance payment is the only avenue to reach retirement as well as aid in providing healthcare post retirement and I believe the contract to be valid, binding and legal contract! A commitment by me to someone else is not something to be tossed aside in tough times!

Thank you for your consideration,

Freddie F. Smith

Salary Employee for 32 years

Athens, Alabama

Freddie F. Smith
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